

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(NORTHERN DIVISION)**

COMPLAINT

COMES NOW PLAINTIFF Colonel Casmere Taylor, U.S. Army, by and through his undersigned counsel, and he hereby brings suit against Defendants Will Dehsea Berrain and Specialized Transportation, Inc. and states the causes of action as follows:

THE PARTIES

1. Plaintiff Colonel Casmere Taylor, U.S. Army is an adult citizen of the State of Washington and resides at 2389 Astoria Court, Takoma, Washington, 98433.

2. Upon information and belief, Defendant Will Dehsea Berrain (“Mr. Berrain”) resides in Valdosta, Georgia. The Defendant, Mr. Berrain, operator of the tractor-trailer involved in this accident owned by Specialized Transportation, Inc. (“Specialized Transportation”). At all times relevant to this action, he was operating a vehicle that he contracted to rent – namely a tractor trailer, owned by Specialized Transportation, and was acting within the course and scope of his rental agreement.

3. Upon information and belief, the Defendant Specialized Transportation is a corporation, incorporated in Delaware, with its main office in Fort Wayne, Indiana. Specialized Transportation does business in Maryland. At all times relevant to this action, Defendant, Mr. Berrain was authorized to operate the tractor-trailer, at the location of the accident, and, at the time of the accident, by Specialized Transportation.

JURISDICTION AND VENUE

4. Federal diversity jurisdiction exists pursuant to 28 U.S.C. §1332(a) as there is complete diversity amongst the parties and Plaintiff seeks a recovery from Defendants in excess of seventy-five thousand dollars (\$75,000.00).

5. Venue in this District is proper under 28 U.S.C. § 1391 because the incident which gives rise to this proceeding occurred in the State of Maryland.

FACTUAL BACKGROUND

6. The actions complained of herein occurred in Baltimore County, Maryland.

7. On February 29, 2012, a loaded full size 18-wheel tractor trailer, including cab, (the “Tractor-Trailer”) leased from Ryder Truck Rental, Inc. and negligently operated by Defendant Will Dehsea Berrain (“Mr. Berrain”) collided with the 2000 Volkswagen Passat owned and operated by Plaintiff Colonel Casmere Taylor, U.S. Army (“Col. Taylor”).

8. The weather conditions were poor, it was raining and the road was slick. Defendant was driving too fast for weather conditions, and overtook Plaintiff's vehicle on Interstate 95 (at approximately mile marker 62) too quickly. Plaintiff began slowing down to yield to slower moving traffic in front of him, as traffic had slowed due to weather conditions. Defendant did not slow down as Plaintiff slowed for slower moving traffic in front of him and Defendant did not take proper care, or notice the slower moving traffic, or slow down because of the poor weather conditions.

9. Because Defendant approached the slowing traffic, including Plaintiff's vehicle, too quickly, he did have sufficient roadway to properly slow and yield. Instead, in an attempt to avoid a collision, Defendant swerved the Tractor-Trailer to the right, at the last minute striking Plaintiff's vehicle anyway.

10. The front of the Tractor-Trailer crashed into the left (driver's) rear of the Volkswagen and pushed it forward.

11. Plaintiff speed at the time of the collision was approximately ten (10) miles per hour and the speed of the Tractor-Trailer was at approximately fifty (50) miles per hour.

12. Plaintiff was wearing his seat belt at the time of impact and his airbags did not deploy.

13. From the force of the impact Plaintiff was thrown forward and then backward, causing serious injury to his back, head, neck and limbs.

14. As a result of the accident Plaintiff sustained serious and permanent injuries, including but not limited to posttraumatic migraines, back, neck, and body injuries.

15. Plaintiff's vehicle deemed unsafe to drive by State Police and was totaled due to damages to the frame and structure.

COUNT I
NEGLIGENCE AGAINST DEFENDANT WILL DEHSEA BERRAIN

16. Plaintiff incorporates by reference all above paragraphs as set forth herein.

17. The Defendant had a duty to exercise due care for others on the roadway, to keep proper lookout for other traffic on the roadway, to maintain control of his respective motor vehicle, to obey all traffic signals, to properly yield to other vehicles on the roadway, to avoid striking other motor vehicles on the roadway, and to obey the rules and regulations governing the operation of motor vehicles on the roadway, to operate his vehicle in a manner appropriate for the weather conditions, and to obey the rules and regulations of motor vehicles then and there in effect in Harford County, Maryland.

18. The Defendant was negligent in breaching all of the above stated duties, and said negligence being the proximate cause of Plaintiff's injuries and losses.

19. As a consequence of the Defendant's negligence, the Plaintiff's body was hurled with suddenness and force against the interior fittings of his vehicle.

20. The Plaintiff has lost his former state of physical and mental well-being, incurred medical expenses, lost time from work, and is unable to participate in many of the physical activities he previously enjoyed. He is utterly and completely unable to continue his former lifestyle.

21. Plaintiff was in no way contributory negligent.

22. Defendant was negligent in that he failed to control his Tractor-Trailer; failed to avoid a collision; operated his tractor-trailer in a reckless and negligent manner; and failed to observe the traffic laws of the State of Maryland, thus causing severe injury to the Plaintiff.

COUNT II
NEGLIGENCE AGAINST DEFENDANT SPECIALIZED TRANSPORTATION

23. Plaintiff incorporates by reference all above paragraphs as set forth herein.

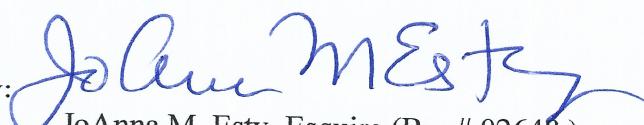
24. The above-described acts of Defendant, Mr. Berrain, were committed while he was acting as an agent, or expressly authorized by Specialized Transportation to operate the Tractor-Trailer. He acted with Specialized Transportation's knowledge and consent.

25. The above-described acts of Defendant, Mr. Berrain, were committed within the scope of authorization by Specialized Transportation to operate the Tractor-Trailer.

26. Specialized Transportation assumed liability at all times and for all acts committed by Defendant, Mr. Berrain, during the course and within the scope of authorization to operate the Tractor-Trailer.

WHEREFORE, the Plaintiff Colonel Casmere Taylor, prays this Honorable Court to find in his favor, and against the defendant Will Dehsea Berrain in the fair and just amount of **One Million and Two Hundred Fifty Thousand (\$1,250,000.00) Dollars**, plus costs, pre and post judgment interest, and such other and further relief as this Honorable Court may deem necessary and appropriate.

Respectfully submitted,

By: 
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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND – NOTHERN DIVISION**

REQUEST FOR JURY TRIAL

COMES NOW the Plaintiff and requests a jury trial regarding this instant matter

Respectfully submitted,
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